ALLSTATE NEW JERSEY INSURANCE COMPANY; ALLSTATE NEW JERSEY PROPERTY and CASUALTY INSURANCE COMPANY; ALLSTATE INSURANCE COMPANY; ALLSTATE FIRE & CASUALTY INSURANCE COMPANY; ALLSTATE NORTHBROOK INDEMNITY COMPANY; and ALLSTATE PROPERTY AND CASULATY INSURANCE COMPANY,

Plaintiffs,

v.

CARTERET COMPREHENSIVE MEDICAL CARE, P.C., d/b/a MONROES COMPREHENSIVE MEDICAL CARE, d/b/a COMPREHENSIVE MEDICAL CARE, d/b/a FASSST SPORT, d/b/a COMPREHENSIVE VEIN CARE; INIMEG MANAGEMENT COMPANY, INC.; 311 SPOTSWOOD-ENGLISHTOWN ROAD REALTY, L.L.C.; 72 ROUTE 27 REALTY, L.L.C.; MID-STATE ANESTHESIA CONSULTANTS, L.L.C.; NORTH JERSEY PERIOPERATIVE CONSULTANTS, P.A.; INTERVENTIONAL PAIN CONSULTANTS OF NORTH JERSEY, L.L.C., d/b/a PAIN MANAGEMENT PHYSICIANS OF NEW JERSEY, d/b/a/ METRO PAIN

SUPREME COURT OF NEW JERSEY

Docket No.: 090337

Civil Action

Superior Court of New Jersey,
Appellate Division
Docket No. A-0778-23

Sat Below:
Hon. Robert J. Gilson, P.J.A.D.
Hon. Lisa Firko, J.A.D.
Hon. Avis Bishop-Thompson, J.A.D.

Superior Court of New Jersey,
Law Division

Dkt. No. MID-L-1469-23

Sat Below:
Hon. Christopher D. Rafano, J.S.C.

and VEIN; SOOD MEDICAL PRACTICE, L.L.C.; ONE OAK MEDICAL GROUP, L.L.C., d/b/a NEW JERSEY VEIN TREATMENT CLINIC; ONE OAK TREATMENT CLINIC; ONE OAK ORTHOPAEDIC & SPINE GROUP, L.L.C.; ONE OAK HOLDING, L.L.C.; JOSEPH BUFANO, JR., D.C.; CHRISTOPHER BUFANO; MICAH LIEBERMAN, D.C.; RICHARD MILLS, M.D.; JENNIFER M. O'BRIEN, ESQ.; GERALD M. VERNON, D.O., D.C.; ALVIN F. MICABALO, D.O.; JOSE CAMPOS, M.D.; JOHN S. CHO, M.D.; MICHAEL C. DOBROW, D.O.; RAHUL SOOD, D.O.; SACHIN SHAH, M.D.; FAISAL MAHMOOD, M.D.; RAVI K. VENKATRAMAN, M.D.; MANGLAM NARAYANAN, M.D.; SHANTI EPPANAPALLY, M.D.; JOHN AND JANE DOES 1 through 10; and XYZ CORPORATIONS 1 through 10,

Defendants.

JOINT PETITION FOR CERTIFICATION AND APPENDIX OF SOOD DEFENDANTS, CARTERET DEFENDANTS, AND JOHN S. CHO, M.D.

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Dated: February 10, 2025

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PRELIMINARY STATEMENT

Defendants ask the Court to grant their joint petition for certification to review the Appellate Division's published decision interpreting the scope of the arbitration statute in the Automobile Insurance Cost Reduction Act ("AICRA"). The petition presents a question of general public importance concerning whether insurers' Insurance Fraud Prevention Act ("IFPA"), RICO, and similar claims predicated on allegedly fraudulent personal injury protection ("PIP") claims submitted by medical providers must be arbitrated at the medical providers' election. Despite the arbitration statute's broad arbitration mandate, the panel here held that the defendants had to litigate plaintiff Allstate's claims in Court.

Not only is the answer to the question here widely applicable to the medical profession and the automobile insurance industry, but the panel's answer directly conflicts with the recent decision of the United States Court of Appeals for the Third Circuit in Government Employees Insurance Co. v. Mount Prospect Chiropractic Center PC, 98 F.4th 463 (3d Cir. 2024), predicting how this Court would rule on the same issue of the arbitrability of IFPA claims under AICRA's arbitration statute.

This Court should grant Defendants' petition for certification to finally resolve the question and the divergence of authority between the state and federal courts. This is a textbook case that meets several grounds under Rule 2:12-4.

STATEMENT OF THE MATTER

Allstate provides no-fault automobile insurance policies to their insureds pursuant to which their insureds can recover personal injury protection ("PIP") benefits for medical treatment if they are in an automobile accident. (Pa14). Insureds typically assign their PIP benefits to the medical providers who treat them, like Defendants[1] here, and thus, the medical providers seek PIP payments from Allstate for medical treatment provided, as Defendants did here. (Pa15).[2]

In 2023, Allstate sued Defendants who are medical providers, their practices, and related personnel for alleged violations of the Insurance Fraud Prevention Act and RICO, and declaratory judgments. (Pa15). Allstate's Complaint alleges that Defendants submitted fraudulent PIP claims to it over the course of several years and thereby obtained PIP benefits payments that they were allegedly not entitled to

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[1] "Defendants" refers collectively to all three sets of defendants who are jointly filing this petition. The Sood Defendants are defendants Rahul Sood, D.O., Sachin Shah, M.D., Midstate Anesthesia Consultants, LLC, Interventional Pain Consultants of North Jersey, LLC, and Sood Medical Practice, LLC. The Carteret Defendants are defendants Carteret Comprehensive Medical Care, P.C., Inimeg Management Company, Inc., Joseph Bufano, Jr., D.C., Jennifer M. O'Brien, Esq., Christopher Bufano, Gerald M. Vernon, D.O., Micah Lieberman, D.C., Richard J. Mills, M.D., Michael C. Dobrow, D.O., Alvin F. Micabalo, D.O., 311 Spotswood-Englishtown Road Realty, LLC, and 72 Route 27 Realty, LLC. And there is also defendant John S. Cho, M.D.

[2] "Pa__" refers to the Petition Appendix.

receive. (Pa15-16). Allstate disputes that Defendants were entitled to PIP benefits and thus seeks to claw back over $1.7 million in total PIP benefits it previously paid to Defendants, as well as other remedies. (Pa15-16).

The Automobile Insurance Cost Reduction Act ("AICRA") has a statutory arbitration provision stating as follows: "Any dispute regarding the recovery of medical expense benefits or other benefits provided under personal injury protection coverage . . . may be submitted to dispute resolution on the initiative of any party to the dispute, as hereinafter provided." N.J.S.A. 39:6A-5.1(a) (the "Arbitration Statute"). Another subsection of that same statute further contains a non-exhaustive list of the types of disputes that are arbitrable. N.J.S.A. 39:6A-5.1(c).

Moreover, the Department of Banking and Insurance ("DOBI") has promulgated arbitration regulations and has awarded Forthright Solutions ("Forthright") the status as the exclusive arbitration services provider to administer such arbitrations. N.J.A.C. 11:3-5.1 to 5.12; Forthright, New Jersey No-Fault PIP Arbitration Rules (Aug. 1, 2022) ("Forthright Rules"). (Pa25). In conjunction with those regulations, Allstate issued an approved document called a decision point review/precertification plan ("Allstate DPR Plan") which requires alternative dispute resolution under N.J.A.C. 11:3-5. (Pa25).

The various groups of defendants moved to compel arbitration of Allstate's claims under the Arbitration Statute. (Pa16). The trial court granted the motions and compelled arbitration pursuant to the express, broad statutory language. (Pa16, Pa44-65). Allstate then appealed as of right under Rule 2:2-3(b)(8). (Pa17).

The Appellate Division reversed and remanded to the trial court. (Pa13-14, Pa42). Specifically, the panel held that Allstate's claims were not arbitrable under the Arbitration Statute and that those claims could proceed in court. (Pa13-14, Pa26-34). In so holding, the panel disagreed with the United States Court of Appeals for the Third Circuit in Government Employees Ins. Co. v. Mount Prospect Chiropractic Center PC, 98 F.4th 463 (3d Cir. 2024) ("Mount Prospect"), which recently held that such claims are arbitrable under the Arbitration Statute. (Pa40-41). The panel also then held that Allstate's claims were not arbitrable under Allstate's DPR Plan and assignment of benefits. (Pa35-37). In this regard, the panel also ended its decision by disagreeing with the Third Circuit's holding about arbitration under GEICO's different DPR Plan—an issue involving a contract document and parties that were not before the panel. (Pa40-41). The Defendants now jointly petition for certification to review the Appellate Division's decision.

QUESTIONS PRESENTED

1. Are Allstate's claims under the IFPA and RICO subject to arbitration under the statutory arbitration provision, N.J.S.A. 39:6A-5.1(a), in the Automobile Insurance Cost Reduction Act?

2. Are Allstate's claims under the IFPA and RICO subject to arbitration under the particular contractual arbitration provision in the Allstate DPR Plan and assignment of benefits?

GROUNDS FOR CERTIFICATION

I. This petition presents questions of general public importance concerning arbitration and which the Third Circuit decided differently.

This Court grants a petition for certification "[1] if the appeal presents a question of general public importance which has not been but should be settled by the Supreme Court," [2] if the appeal presents a question that is "similar to a question presented on another appeal to the Supreme Court," "[3] if the decision under review is in conflict with any other decision of the same or a higher court," and "[4] in other matters if the interest of justice requires." R. 2:12-4; see also Fox v. Woodbridge Twp. Bd. of Educ., 98 N.J. 513, 515-16 (1985) (O'Hern, J., concurring) (explaining the grounds for certification). Cases that merely raise a disagreement with the application of established law to particular facts are not ripe

for certification. Kimmel v. Dayrit, 154 N.J. 337, 341 (1998); Bandel v. Friedrich, 122 N.J. 235, 237-38 (1991).

This petition satisfies at least two grounds for certification. Whether the Arbitration Statute, N.J.S.A. 39:6A-5.1(a), requires an insurer to arbitrate its IFPA, RICO, and related claims at the request of medical provider is a question of general public importance that the Court should resolve. It is a legal issue that arises frequently in New Jersey state and federal courts and has resulted in diametrically conflicting authoritative decisions. As it stands, the answer to the question of law presented in this petition, and thus the forum in which an insurer's claims will be litigated — court or arbitration — depends on whether the insurer commences its lawsuit in state or federal court. That is because the Appellate Division's decision here conflicts with the Third Circuit's decision in Mount Prospect that answered that same question predicting how this Court would rule. (Pa40-41); Mount Prospect, 98 F.4th at 469-70. Indeed, the panel here expressly disagreed with the holding in Mount Prospect. (Pa40-41).

Therefore, the Court should grant certification to resolve that divergence in case law on a pure legal question concerning the Arbitration Statute that profoundly effects both medical providers, like Defendants, and automobile insurance companies, like Allstate. This is a textbook case in which certification is warranted:

the issue presented is one of general public importance and that has split the appellate courts. See R. 2:12-4.[3]

Whether an insurer's claims against medical provider defendants must be arbitrated under the Arbitration Statute is not an obscure legal issue that infrequently arises. In fact, Mount Prospect was actually three separate district court cases that were consolidated into one appeal. 98 F.4th at 466. Moreover, Defendants are aware of two other appeals pending in the Appellate Division in which the panel is being asked to address this arbitration issue, Allstate v. Davit, No. A-00239-24 and Allstate v. Pennsauken Spine & Rehab, No. A-3819-23. The answer to the legal question presented here will fully and finally decide whether the Arbitration Statute, N.J.S.A. 39:6A-5.1(a), entitles medical providers and/or insurers to elect the arbitral forum to adjudicate insurers' IFPA, RICO, and related claims against medical providers.

Medical providers are entitled to know if they may have to litigate (in many instances re-litigate after having prevailed in PIP arbitration) PIP-related claims in court notwithstanding the arbitration mandate in the Arbitration Statute. By the same token, insurers would benefit from an answer from the Court to whether they can bring IFPA, RICO, and related claims in court that are predicated on PIP claims

[3] Defendants recognize that there is not a traditional conflict between panels of the Appellate Division here, see State v. K.P.S., 221 N.J. 266, 281 (2015), but the split here between this case and Mount Prospect is an equivalent split of authority.

that they have paid. Resolution of whether arbitration of such claims is required by the Arbitration Statute undoubtedly also impacts how every insurer who issues automobile policies will handle PIP claims and litigate alleged insurance fraud.

Unsettled questions of statutory and regulatory interpretation are fertile grounds for this Court to grant certification. That is particularly so when the question of law concerns automobile insurance, given the widespread public impact of automobile insurance-related law. See, e.g., Felix v. Richards, 241 N.J. 169, 181 (2020) (granting certification to interpret AICRA); Zabilowicz v. Kelsey, 200 N.J. 507 (2009) (same); Jablonowska v. Suther, 195 N.J. 91, 94 (2008) (same); DiProspero v. Penn, 183 N.J. 477 (2005) (same); see also New Jersey Transit Corp. v. Sanchez, 242 N.J. 78 (2020) (Patterson, J., concurring) (explaining similar). This case is no different.

This case is principally a matter of statutory interpretation to determine the scope of the very broad statutory language in the Arbitration Statute in AICRA. See State Farm Ins. Co. v. Sabato, 337 N.J. Super. 393, 396 (App. Div. 2001) (stating "the language of [the Arbitration Statute] should be read as broadly as the words themselves indicate"); State Farm Mut. Auto. Ins. Co. v. Molino, 289 N.J. Super. 406, 410 (App. Div. 1996) (observing word "dispute" in the statute "is unqualified"); see also Gov't Employees Ins. Co v. Tri Cnty. Neurology & Rehab.

LLC, 721 F. App'x 118, 122 (3d Cir. 2018) (explaining broad statutory arbitration provision). And it also calls for the review of the regulations that DOBI promulgated concerning arbitration at N.J.A.C. 11:3-5.1 to 5.12. The Court is called upon to interpret the Arbitration Statute's broad language to resolve the fundamental question of whether the Arbitration Statute requires arbitration of the types of fraud-based claims that Allstate brought here against the Defendants.

Finally, the particular language in Allstate's DPR Plan concerning alternative dispute resolution, which forms an independent contractual ground for arbitration and which the panel here interpreted, (Pa35-37), is not just a contract issue confined to the parties to that document, Allstate and Defendants. Rather, Allstate's DPR Plan applies across the board to all medical providers who have been assigned PIP benefits from their Allstate-insured patients and then seek those benefits from Allstate. Allstate is one of the top five issuers of automobile insurance in New Jersey. So, the contractual arbitration issue far transcends just Allstate and Defendants in this case.

In sum, this case checks the boxes for the Court to grant certification to review the Appellate Division's judgment.

ERRORS COMPLAINED OF AND COMMENTS ON THE APPELLATE DIVISION DECISION

I. The panel misinterpreted the Arbitration Statute to artificially constrain its scope to exclude Allstate's fraud-based claims.

The Appellate Division misinterpreted the broad language of the Arbitration Statute, to exclude from arbitration Allstate's IFPA, RICO, and related claims that are fundamentally — regardless of the label that Allstate self-selected — disputes concerning the payment of PIP benefits to the Defendants. As noted above and confirmed by previous Appellate Division panels in Sabato and Molino and the Third Circuit in Mount Prospect, the Arbitration Statute's language is exceedingly broad. See N.J.S.A. 39:6A-5.1(a) (stating that "[a]ny dispute regarding the recovery of medical expense benefits . . . may be submitted to dispute resolution on the initiative of any party to the dispute, as hereinafter provided"); see also N.J.S.A. 39:6A-5.1(c) (identifying a broad, non-exclusive array of the types of disputes covered by the arbitration provision). Indeed, the panel here conceded that the language was "broad." (Pa28). And there is also no question that arbitration under the statute includes disputes about PIP claim fraud. Sabato, 337 N.J. Super. at 396; Tri Cnty. Neurology & Rehab. LLC, 721 F. App'x at 122.

Yet, the panel abandoned the broad arbitration language in favor of achieving what it believed to be a more limited purpose of the provision and gave the regulations more emphasis than the statute. (Pa28-29, Pa30-32). To reach its

conclusion, the panel also parsed the meaning of the phrase "regarding the recovery of" PIP benefits to assign it a far too constrained meaning. (Pa34). And that parsing also led the panel to divorce that phrase from the language that immediately precedes it: "any dispute regarding." (Pa34). By doing so, the panel read the statute in an artificially constrained manner to exclude what are clearly disputes over recovery of PIP benefits.

At base, Allstate's IFPA, RICO, and related claims assert that Defendants were not entitled to recover the $1.7 million in PIP benefits that Allstate previously paid them due to alleged fraud. (Pa15). That is clearly (1) a dispute by Allstate, (2) regarding Defendants' recovery of PIP benefits totaling $1.7 million. Allstate disputes that Defendants should have recovered those PIP benefits. (Pa15-16). Therefore, Defendants are entitled to elect to submit that dispute to arbitration, just as the Arbitration Statute permits. N.J.S.A. 39:6A-5.1(a); see also Mount Prospect, 98 F.4th at 469 ("As these suits are GEICO's effort to recover medical expense claims paid through auto insurance PIP benefits, they fall under the [Arbitration Statute]'s plain text.").

The panel's decision abrogates that right of Defendants (and all providers sued in similar cases). The panel effectively gave insurers a "heads I win, tails you lose" scenario. While medical providers are required to bring their PIP benefit

disputes in arbitration under the Arbitration Statute, the converse is not true according to the Appellate Division.

As a result of the panel's holding, insurers like Allstate can circumvent the PIP dispute arbitration mandate in AICRA by filing a lawsuit in state court that aggregates hundreds or thousands of PIP claims together, asserting they were all fraudulent, and seeking to disgorge the PIP benefits plus trebling of that disgorgement and other remedies. This is antithetical to the entire purpose of the AICRA statute. See Haines v. Taft, 237 N.J. 271, 290 (2019) (observing that the purpose of the Arbitration Statute was to keep disputes about PIP benefits "out of the courts"); Molino, 289 N.J. Super. at 410-11 (recognizing that "the reduction of court congestion is one of the overwhelming goals of our no-fault scheme"). Indeed, approaches to the no-fault law "which minimize resort to the judicial process, or at least do not increase reliance upon the judiciary, are strongly to be favored." Gambino v. Royal Globe Ins. Companies, 86 N.J. 100, 107 (1981). As the district court presciently explained, the interpretation the panel here adopted, which allows an insurer's labeling of a PIP benefits dispute to control, allows insurers "wishing to sidestep mandatory arbitration" to "classify their claims in ways that fling open the courthouse doors," which is contrary to AICRA's strong policy of avoiding exactly

that outcome. State Farm Guar. Ins. Co. v. Tri-Cnty. Chiropractic & Rehab. Ctr., P.C., No. 22-cv-4852, 2023 WL 4362748, at *6 (D.N.J. July 6, 2023).

To this same point, the panel's decision incorrectly lets insurers like Allstate bypass the Arbitration Statute based on the notion that what the insurers seek in these kinds of lawsuits against providers are tort "damages" rooted in "tort law" rather than recovery of PIP benefits. (Pa34). That is form over substance, which lets an insurer's creative labels dictate the forum. Indeed, Allstate previously argued that lawsuits like this one are at their "core, a reverse PIP suit" and that such suits are "PIP dispute[s]." (Allstate Brief at 7-8, Allstate v. Lajara, No. A-684-11). What the panel's decision does is to improperly create a caveat to the Arbitration Statute that the Legislature did not include. DiProspero, 183 N.J. at 492. Allstate seeks in this lawsuit, like all insurers seek in these lawsuits, to claw back paid PIP benefits. (Pa15-16). But the Arbitration Statute's plain language does not distinguish between disputes over PIP benefits unpaid versus those already paid. See N.J.S.A. 39:6A-5.1(a), (c); Tri-Cnty. Chiropractic & Rehab. Ctr., P.C., No. 22-cv-4852, 2023 WL 4362748, at *6 (explaining "the plain text of the No-Fault Law's arbitration provision makes no distinction between disputes for fraudulent PIP benefits that were already paid and those that are pending"). There is no getting around that this is a dispute over the recovery of PIP benefits — whether the Defendants were

entitled to recover PIP benefits — which is exactly what the Arbitration Statute encompasses.

The panel's holding here also leaned on and deferred to DOBI's PIP regulations and the Forthright Rules rather than requiring them to be faithful to the actual breadth of the Arbitration Statute. (Pa29-32). In a similar vein, the panel said it had "serious questions" about the relief available under the IFPA and RICO that could be afforded in arbitration under those DOBI regulations and the Forthright Rules instead of questioning whether the rules and regulations actually comport with the Legislature's directive in the broad Arbitration Statute and requiring that they do so. (Pa29-32). Neither DOBI nor Forthright are entitled to alter the language in the Arbitration Statute that the Legislature chose such that it would encompass a far narrower subset of disputes to the exclusion of PIP benefits disputes that an insurer labels fraud. See DiProspero, 183 N.J. at 491 (holding a court "cannot write in an additional qualification which the Legislature pointedly omitted in drafting its own enactment"); Mount Prospect, 98 F.4th at 469 (declining to carve fraud claims out of the Arbitration Statute because the statute has no such exclusion).

Moreover, the panel's reliance on the trial court decision in Allstate Ins. Co. v. Lopez, 311 N.J. Super. 660 (Law Div. 1998) concerning the arbitrability of fraud, (Pa31, Pa33), was misguided because Lopez's holding had already been questioned

if not implicitly overruled by the Appellate Division. See Sabato, 337 N.J. Super. at 397.

The panel also erred when it held that the arbitration reference in the Allstate DPR Plan did not compel arbitration either. (Pa35-37). The error was an outgrowth of the panel's errors concerning the scope of the Arbitration Provision.

Accordingly, the Court should grant certification. On *de novo* review of the legal question presented concerning arbitration, see Flanzman v. Jenny Craig, Inc., 244 N.J. 119, 131 (2020), the Court should reverse the Appellate Decision and reinstate the trial court decision compelling Allstate's claims to arbitration pursuant to the Arbitration Statute. The trial court — like the Third Circuit — got it correct.

II. The panel's decision erroneously went farther than necessary to address a contract not in the record between two parties not in this case.

The Appellate Division also committed one other glaring error. The panel unnecessarily went much farther than it needed to go to decide the actual case in front of it and essentially rendered an improper advisory opinion on a matter not presented in this case. Indeed, in doing so, the panel used internally inconsistent reasoning too.

The parties in this case are Allstate and the Defendants. Unsurprisingly, then, the only DPR Plan contract document in the record and at issue in this case is Allstate's DPR Plan. Insurer GEICO and the defendants in the Mount Prospect case

are not parties to this case, nor, importantly, is GEICO's DPR Plan in the record or at issue here. Yet, at the end of its opinion, the panel reached out far beyond the necessities of this case and far beyond the record here to comment on arbitration under GEICO's DPR Plan. (Pa40-41).

Specifically, the panel disagreed with the Third Circuit's holding about arbitrability of claims under non-party GEICO's DPR Plan. (Pa40-41). GEICO is not a party to this case, and, more importantly, the panel did not have GEICO's DPR Plan in the record. The content of the arbitration provision in GEICO's DPR Plan — the contract document the Third Circuit did have in front of it and was reviewing — is completely different than Allstate's DPR Plan. Yet, the panel departed from the rule of judicial restraint and any cognizable contract interpretation principles to cursorily opine on the scope of the arbitration provision in the GEICO DPR Plan. (Pa41). That was wrong. See Zamboni v. Stamler, 199 N.J. Super. 378, 383 (App. Div. 1985) ("We will not render advisory opinions or function in the abstract; nor will we decide a case based upon facts which are undeveloped or uncertain."); Washington Shopping Ctr., Inc. v. Washington Twp., 32 N.J. Tax 259, 279 (2021) ("Significantly, in New Jersey, it is error to rest a decision on matters not appearing in the record."), aff'd o.b., 33 N.J. Tax 89 (App. Div. 2022), certif. denied, 252 N.J. 616 (2023).

Moreover, the panel's reasoning that Allstate's DPR Plan is limited based on the express language that Allstate used therein, (Pa35-37), is irreconcilable with its subsequent professed disagreement with the Third Circuit regarding GEICO's DPR Plan, the content of which the panel had no knowledge. Indeed, the panel did not examine any of the language of that completely different arbitration provision. (Pa40-41).

Suffice to say, there was no legitimate reason for the Appellate Division to express any opinion or holding on a contract between parties who are not parties in this case. Thus, the Appellate Division erred fundamentally in this regard, and the Court should grant certification expressly limited to whether Allstate's claims are arbitrable under the Arbitration Statute and the language of Allstate's DPR Plan document. In so doing, the Court should be clear that it expresses no judgment or opinion on the contractual arbitrability of claims between GEICO and others under the GEICO DPR Plan.

CONCLUSION

The Court should grant certification to resolve the question of general public importance presented about whether fraud-based claims must be arbitrated under the Arbitration Statute. Doing so will not only settle this important question but will resolve a split of authority between the Appellate Division and the Third Circuit.

Respectfully submitted,

MANDELBAUM BARRETT PC

Dated: February 10, 2025

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CERTIFICATION

Pursuant to Rule 2:12-7(b), all of the undersigned counsel hereby certify that this petition for certification represents a substantial question and is filed in good faith and not for purposes of delay.

Dated: February 10, 2025

/s/ Brian M. Block
Brian M. Block

/s/ Eric T. Kanefsky
Eric T. Kanefsky*

/s/ Jeffrey Randolph
Jeffrey Randolph*

*All counsel provided their consent to affix their electronic signatures to this joint petition for certification.